

The foregoing instrument has been compared and is  
a true and correct transcript of the original thereof  
on file in the records of my office.

Dated this 15 day of April 2006

John W. Schumacher John W. Schumacher  
AUDITOR DEPUTY

In aid for the County of Klickitat, State of Washington

FILED FOR RECORD  
KICKITAT COUNTY AUDITOR

97 JAN -7 PM 2:51

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

Anton Frank, Volovsek  
c/o System Solutions  
P.O. box 522  
White Salmon, Washington  
NDPZ [98672]

FILED BY A. F. Volovsek  
RETURN TO NoneVOL 343 PAGE 788-794

## RECORDER'S USE

## CAVEAT/NOTICE:

**Failure To Respond To This Affidavit As Herein Required Within Ten (10) Days, Will Invoke The Doctrine Of Acquiescence And/Or Admission And/Or Claims Made, By This Affiant And Further, Will Be A Tacit Admission Of Affiant's Right To Recover In Commerce For Damages Caused By Respondent, But Not Limited To Penalties And Costs.**

Anton Frank, Volovsek  
Affiant:  
vs.

A. L. Costello Chrman, Pres., & Ceo  
W. R. Grace & Co, One Town Ctr Rd  
Boca Raton, Fl. 33486,  
And,  
A. L. Costello Chrman, Ceo,  
And,  
Robert J. Bettacchi Pres.;  
Grace Construction Products  
62 Whitemore Ave, Cambridge, Ma. 02140,  
And,  
A.I. Costello Chrman, Pres., & Ceo;  
Grace W-R. & Co. Inc. (Ny)  
One Town Ctr, Rd, Boca Raton, Fl. 33486,  
Respondents

## A SECURITY\* (15 USC)

\* A SECURITY: "Any evidence of DEBT"

COMMERCIAL AFFIDAVIT  
OF DEFAULT,  
NOTICE AND WARNING OF: 10 Day  
COMMERCIAL GRACE;  
and,  
NOTICE OF NON-JUDICIAL,  
and  
PRE-JUDICIAL PROCEEDING

## AFFIDAVIT OF DEFAULT

STATE OF WASHINGTON )  
COUNTY OF KICKITAT ) Ss  
                      )

### On Principle of Respondent Superior

I, Anton Frank, Volovsek, the Undersigned, do solemnly affirm, declare, and depose the following:

1. AFFIANT is of lawful age possessing sound mind and competent to state to the matter set forth herein; and,
2. AFFIANT has personal knowledge of the facts stated herein; and,
3. FACTS stated herein are true, correct, and certain, admissible as evidence, and if called upon as a witness, this Affiant will testify to their veracity; and,
4. AFFIANT presents this Affidavit as the highest form of prima facie evidence in these matters; and,
5.
  - a. Lien instrument must obviously, patently, and evidently be a lien by being clearly and explicitly titled "LIEN", "CLAIM OF LIEN", or "DECLARATION OF LIEN" and must contain full disclosure by exhaustive Commercial content, as follows in b), c), and d); and,
  - b. Lien instrument must contain a notarized hand-signed affidavit, for which the issuer is Commercially liable, containing a plain statement of fact disclosing how the obligation of the lien was created or established, and attesting that the commercial condition is true, correct, and certain; and,
  - c. Lien instrument must contain a ledger or bookkeeping statement connecting purchases, services rendered, and/or injury sustained, presented in a one-to-one correspondence, with their partial claim obligation. The partial obligations are then totaled to obtain the obligation. This called a "True Bill in Commerce"; and,
  - d. Lien instrument must contain a statement, either specific, or general, of the property to be seized from the lien debtor to satisfy, or to guarantee satisfaction, or the obligation of the lien; and,
  - e. A "NOTICE" of lien, to be valid, must contain a clear statement as to where the lien is filed, where it can be found and how a copy can be obtained.

**TRUE BILL IN COMMERCE**

6. RESPONDENTS, their agents, and principal corporation must follow public Antitrust Civil Process 15: 31 1, §§1, 166-1, and federal Procedures and Process, applicability of Federal Civil Process, Wright and Miller, Civil 2451 and Wright, Criminal 109 and applicable Uniform Commercial Code while conducting business or be liable for the damages to injured party and are subject to penalties prescribed therein; and,
7. RESPONDENTS, their agents, and principal corporations refused to sell, this Affiant, their product, heavy duty Bituthene, which was on the open market. It was the only product on the market at that time which met specifications needed to utilize Affiant's patented roof systems, (See attached letters); and,
8. RESPONDENTS, their agents, and principal corporations also notified all membrane distributors that if they sold any membrane to this Affiant for the One Hundred Thirty Five Thousand (\$135,000.00) Dollar contract, then in place, or if they sold Affiant any membrane for future contracts, they would be black-listed and never be able to handle the Grace Product lines, (See Exhibit B); and,
9. RESPONDENTS, are responsible and liable for all acts, non-acts, omissions, or commission of their agents, officers, or others, living or deceased, for the acts of the agents are the acts of the principals; and
10. RESPONDENTS, their agents, and principal corporations committed the above acts compromising the thirty thousand square foot, One Hundred Thirty Thousand (\$135,000) Dollar contract and a Two Thousand Five Hundred (\$2500.00) Dollar contract on or about 1975. (See Exhibit A); and,
11. SAID ACTS also compromised future contracts to apply my EER System because no other product would produce the same results in my roofing system, which was later tested, patented and approved by Underwriters Laboratories, and U.S. Army Corps of Engineers. Additional losses to business, due to Affiant's inability to develop and use patented system, resulted in financial losses amounting to approximately One Hundred Billion (\$100,000,000,000) Dollars, (See exhibit A); and,
12. RESPONDENTS, their agents, and principal corporations, cost Affiant a marriage of 25 years and caused Affiant's four children to be alienated from him; and,
13. RESPONDENTS, their agents, and principal corporation caused Affiant, humiliation, trauma and left Affiant to be incapable of communication due to the sever stress, abuse and financial losses. This resulted in Affiant having a severe nervous breakdown. The aggravated mental condition allowed for Affiant's attorney to steal his patent. The cost of litigation to retrieve his patent was approximately Two Hundred Twenty Five Thousands (\$225,000.00) Dollars; and,

14. SAID ACTS resulted in Affiant's second wife support him during his time of disability without whom Affiant would surely have died from the constant stress and aggravation caused by Respondents. This caused nearly One Hundred Thousand (\$100,000) Dollars in expenses for physicians, hospitalization and medications; and,
15. RESPONDENTS, their agents, and principal corporations by the above said actions, also caused this Affiant, difficulty communicating with anyone for twenty years due to his nervous breakdown caused by agents act, no-acts, omissions, commissions and Black Belling; resulting in his inability to market his EER System or earn even a meager living for twenty years. Losses amounted to Five Hundred Eighty Nine Billion Four Hundred Sixty Two Thousand Five Hundred (\$589,000,462,500) Dollars (See exhibit C); and,
16. RESPONDENTS, their agents, and principal corporations were recently given the opportunity, by this Affiant, to market his system with the opportunity of making an estimated gross profit in five years, for themselves, of One Hundred Fifty Billion (\$150,000,000,000.00) Dollars therein mitigating the above said damages by royalties paid to him. This failure to mitigate damages and continuing in bad faith causing additional losses of Sixty Three Billion (\$63,000,000,000,) Dollars (See exhibit D); and,
17. RESPONDENTS, their agents, and principal Corporation caused this Affiant the total losses and injuries exceeding Five Hundred Eighty Nine Billion Four Hundred Sixty Two Thousand Five Hundred (\$589,000,462,500.00) Dollars and the loss of his first wife, and the loss or his children, health and self esteem to the point of self destruction.

Work sheet is for calculating the alternative demand for injuries and losses at acceptable minimums.

Work sheet calculations is based on Ten (10) billion ft<sup>2</sup>. per year of estimated EER System potentially sold. Footage's are based only on American markets as shown herein before by Canadian and American Patents.

Work sheet calculations is based on 2.5 cents per ft<sup>2</sup> royalties sold at U.S. markets only. 2.5 cents x 10 billion sq. ft. equals to the amount of \$250,000,000 million dollars or losses for one year only.

These figures, if calculated over the last 20 years would be at phenomenal levels, not including foreign market potentials. \$250,000,000 million x ten (10) years would equal to \$2.5 billion and so on.

So as you can see, if you calculated this for twenty (20) years it would be 500 billion dollars.

## CRIMINAL COMPLAINT

18. This Criminal Complaint and the Defendants herein are in violation of various Constitutional secured rights, these rights are listed below:

- a. Article 1, § 10 cl.1, impert; No state shall pass any law impairing the obligation of contracts; and,
- b. Amendment V , in part, nor be deprived of life, liberty or property without just compensation; and,
- c. The Defendants herein are in violation of 15 USCA. Sherman Anti Trust Act; as placed below:
- e. The Defendants herein are in violation of 15 USCA § 1; as placed below, Trust, Etc., In Restraint Of Trade Illegal; Penalty:

Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is declared to be illegal. Every person who shall make any contract or engage in any combination or conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine not exceeding \$10,000,000 if a corporation, or, if any other person, \$350,000, or by imprisonment not exceeding three years, or by both said punishments, in the discretion of the court.

- f. The Defendants herein are in violation of 18 USCA § 4; as placed below, Misprision of Felony:

Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both.

- g. The Defendants herein and all that conspired to embezzle the patented system whether from the beginning or whether they joined the conspiracy after the fact are equally guilty as stated in 18 USCA § 3; as placed below, Accessory after the fact:

Whoever, knowing that an offense against the United States has been committed, receives, relieves, comforts or assists the offender in order to hinder or prevent his apprehension, trial or punishment, is an accessory after the fact. Except as otherwise expressly provided by any Act of Congress, an accessory after the fact shall be imprisoned not more than one-half the maximum term of imprisonment or (notwithstanding section 3571) fined not more than one-half the maximum fine prescribed for the punishment of the principal, or both; or if the principal is punishable by life imprisonment or death, the accessory shall be imprisoned not more than 15 years.

- h. The Defendants herein are in violation of 18 USCA § 241; as placed below, Conspiracy Against Rights Of Citizens:

If two or more persons conspire to injure, oppress, threaten, or intimidate any Citizen in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exorcised the same; or if two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent of hinder his free exercise or

enjoyment of any right or privilege so secured- they shall be fined not more than \$10,000 or imprisoned not more than ten years, or both; and if death results, they shall be subject to imprisonment for any term of years or for life.

- I. The Defendants herein are in violation of 18 USCA § 242; as placed below, Deprivation Of Rights Under Color Of Law:

Whoever, under color of law, statute, ordinance, regulation, or custom, willfully subjects any inhabitant of any State, Territory, or District to the deprivation of any rights, privileges or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such inhabitant being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined not more than \$1,000 or imprisoned not more than one year, or both; and if death results shall be subject to imprisonment for any term of years or for life.

#### **DEFAULT**

19. Take Notice that demand was made on you, to answer the Notice and Demand in the document known as:

**COMMERCIAL AFFIDAVIT OF FACT,  
NOTICE AND WARNING OF COMMERCIAL GRACE, and  
NOTICE OF NON-JUDICIAL and PRE-JUDICIAL PROCEEDING**

which was mailed to each of you herein named, by Certified Mail, on 2nd day of October, 1996.

20. FAILURE TO RESPOND as therein required, has been considered a willful disregard of that Instrument. Said failure has provoke the immediate filing of a Lien making Respondents liable for the sum certain amount of damages occurring to this Affiant for Two Billion Five Hundred Million (\$2.5 billion) Dollars in lawful money of account of the United States of America, i.e. gold or silver minted by the U.S. Mint, (31 USC § 5112), at the price of Gold in Washington DC at the time of default; or Federal Reserve Notes; and,
21. THAT failure of accused to prove their claims by rebuttal against said affidavit within ninety (90) calendar days (or in the alternative, fully comply with all numbered points above), has been considered a willful breach of and default on a bilateral contract (Affidavit of Agreement) formed knowingly, intentionally, and voluntarily by and between the undersigned and the accused and the Criminal complaint will issue Forthwith; and,
22. THAT Affiant, the undersigned affiant, depose and certify that we have written the foregoing with intent and understanding of purpose, and believe the statements, allegations, demands and contents herein to be true, correct, complete, certain and commercially reasonable, and just, to the best of our knowledge and belief; and,
23. THAT Affiant now places a lien on all assets of W.R. Grace. This is to include, but is not limited to, Machinery (On Site and Factory), Buildings, Liquidated merchandise and Products.

**NOTICE TO PRINCIPALS, IS NOTICE TO AGENTS.  
NOTICE TO AGENTS, IS NOTICE TO PRINCIPALS.**

24. SERVICE of this Notice and Demand upon the Chief Executive Officer of each of the W.R. Grace divisions named on page one of this instrument; each officer being a respondent.
25. Further Affiant saith not.

*Frank  
Anton Volovsek*  
\_\_\_\_\_  
**Anton Frank, Volovsek**

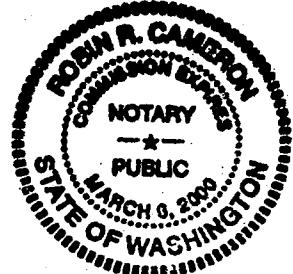
STATE OF WASHINGTON }  
COUNTY OF KLICKITAT } Ss

Subscribed and sworn before me, Robin R. Cameron

This 7<sup>th</sup> day of Jan, 1997.

*Robin R. Cameron*  
Notary Public, State Of Wash  
My Commission Expires: 3-6-2007

WHEN RECORDED, RETURN To:  
Anton Frank, Volovsek  
c/o P.O. Box 522  
White Salmon, Washington  
NDPZ [98673]



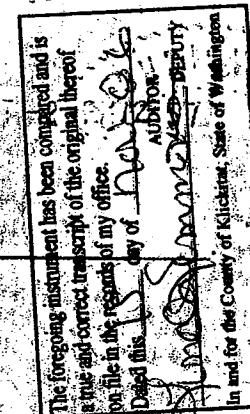
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RETURN TO

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**Certified Mail #**

**When Recorded, Please Return to:**  
Anton Frank, Volovsek  
c/o System Solutions  
PO Box 522  
White Salmon, Washington 98672



**CAVEAT/NOTICE:**

**CAVEAT NOTICE.**  
*Failure To Respond To This Affidavit As Herein Required Within Twenty (90) Days, Will Invoke The Doctrine Of Acquiescence And/Or Admission And/Or Claims Made, By This Affiant And Further, Will Be A Tacit Admission Of Affiant's Right To Recover In Commerce For Damages Caused By Respondent, But Not Limited To Penalties And Costs.*

**Anton Frank, Volovsek**

#### Affiant:

vs.

A. L. COSTELLO CHRMAN, PRES., & CEO  
W. R. GRACE & CO, ONE TOWN CTR RD  
BOCA RATON, FL. 33496,  
and,  
A. L. COSTELLO CHRMAN, CEO,  
and,  
ROBERT J. BETTACCHI PRES.;  
GRACE CONSTRUCTION PRODUCTS  
62 WHITEMORE AVE, CAMBRIDGE, MA.  
02140,  
and,  
A.L. COSTELLO CHRMAN, PRES., & CEO;  
GRACE W- R. & CO. INC. (NY)  
ONE TOWN CTR, RD, BOCA RATON, FL.  
33486.

## **Respondents**

country of Washington

## Klickitat county

### **Commercial Affidavit of Fact**

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The foregoing instrument has been compared and is  
a true and correct transcript of the original thereof  
on file in the records of my office.

Dated this 4<sup>th</sup> day of October, 1863.

~~DIANA HOUISDEN Auditor~~

*Ernesto Gómez* - 1955

~~in and for the County of Klickitat, State of Washington.~~

Washington

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**NOTICE AND DEMAND BY AFFIDAVIT**

## **On Principle of Respondent Superior**

I, Anton Frank, Volovsek, the Undersigned, do solemnly affirm, declare, and depose the following:

**Full Disclosure Of Venue And Jurisdiction**

1. **AFFIANT** of lawful age possessing sound mind and competent to state to the matter set forth herein; and,
  2. **AFFIANT** has personal knowledge of the facts stated herein; and,
  3. **FACTS** stated herein are true, correct, and certain, admissible as evidence, and if called upon as a witness, this Affiant will testify to their veracity; and,
  4. **AFFIANT** presents this Affidavit as the highest form of prima facie evidence in these matters; and,
  5. **THE ETERNAL**, unchanging principles of Commercial Law are:
    - a. All are equal under the law; and,
    - b. A Workman is worthy of his hire; and,
    - c. In Commerce, truth is sovereign; and
    - d. Truth Is Expressed in the form of an affidavit; and

- a. All are equal under the law; and,
  - b. A Workman is worthy of his hire; and,
  - c. In Commerce, truth is sovereign; and
  - d. Truth Is Expressed in the form of an affidavit; and,
  - e. All Matters must be expressed to be resolved; and,
  - f. A Lien or claim can be satisfied only through an affidavit containing a point-for-point rebuttal, resolution by jury, or payment of the lien or claim; and,
  - g. An Un-Rebutted affidavit becomes the judgment in Commerce; and,
  - h. Fraud vitiates title most solemn promise; and,
  - i. He Who leaves the battlefield first loses by default.

- 20    6. COMMERCIAL PROCESSES, including, the Affidavit and the required responses to it,  
21    are non-judicial and pre-judicial because:



- 25 7. **LAWFUL** seizure, collection and/or transfer of ownership of money or other property  
26 must be effected by a valid Commercial Lien which must contain certain elements in  
27 order to be of lawful Commercial force and effect; to wit:

## **Commercial Affidavit of Fact**

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- 1      a. Lien instrument must obviously, patently, and evidently be a lien by being clearly  
2      and explicitly titled "LIEN", "CLAIM OF LIEN", or "DECLARATION OF LIEN" and  
3      must contain full disclosure by exhaustive Commercial content, as follows in b), c),  
4      and d); and,
- 5      b. Lien instrument must contain a notarized hand-signed affidavit, for which the  
6      issuer is Commercially liable, containing a plain statement of fact disclosing how  
7      the obligation of the lien was created or established, and attesting that the  
8      commercial condition is true, correct, and certain; and,
- 9      c. Lien instrument must contain a ledger or bookkeeping statement connecting  
10     purchases, services rendered, and/or injury sustained, presented in a one-to-one  
11     correspondence, with their partial claim obligation. The partial obligations are then  
12     totaled to obtain the obligation. This called a "True Bill in Commerce"; and,
- 13     d. Lien instrument must contain a statement, either specific, or general, of the  
14     property being seized from the lien debtor to satisfy, or to guarantee satisfaction,  
15     of the obligation of the lien; and,
- 16     e. A "NOTICE" of lien, to be valid, must contain a clear statement as to where the  
17     lien is filed, where it can be found and how a copy can be obtained.

#### Identification Of Character Of Parties

- 1      8. **AFFIANT**, a private Citizen living on the land on the country of Washington, more fully  
2      described as Klickitat county, with a venue foreign to Respondent, is not the creation  
3      or chattel property of a corporation, quasi-government, or government agency or  
4      subdivision there of; and,
- 5      9. **AFFIANT**, is not under an obligation to a governmental agency, state or federal, or  
6      their self-passed private laws statutes, regulation or policies, and makes explicit  
7      reservation of all unalienable rights, remedies, defenses and character in these and all  
8      matters; and,
- 9      10. **RESPONDENTS**, are:

20                  A. L. Costello Chrman, Ceo, Grace W- R. & Co. Inc.  
21                  A. L. Costello, Chrman, Pres. & Ceo, W. R. Grace & Co. Inc.,  
22                  Robert J. Bettacchi, Pres. Grace Construction Products.

23                  Enfranchised citizens of the United States residing in a corporate State, a fictitious  
24      creation of the United States, and are subject to the private statutory rules and  
25      regulations Respondent has voluntarily chosen to follow; and,

- 26      11. **RESPONDENT**, has consented to be liable, for the demands made herein by verbal  
27      and written agreements:
  - 28        a. **Respondents**, have a civil indebtedness and trust obligation by the contractual  
29      agreement to material without reservation and without discrimination; and,

- b. **Respondent**, has a moral obligation to refrain from actions that will injure or impair the rights of this Affiant.

## HISTORY

12. In the fall of 1974 with approximately 25 years of roofing experience, I began experimenting with a combination of commercial roofing products to try and improve the existing built up roofing system. I succeeded after several months of testing different products, I came up with three products, combining them into one system which I later had patented in both the United States and Canada.
  13. During the three to four months of testing, the main product being "Bituthane" manufactured by W.R. Grace, became the most important of the three products. Hayden Clark of W.R. Grace flew out from Boston five times to watch me put the system together. To my knowledge Grace was the only company to manufacture this membrane that would work in my system. Mr. Clark's last words to me were, that is the most beautiful or greatest thing I have ever seen. W.R. Grace's regional representative, Don Cauglin, was very excited and could envision selling hundreds of car loads of membrane. (heavy duty Bituthane).
  14. I shot off a letter to Hayden Clark of W.R. Grace on 12/18/74 if they would warrant their product in a roofing system the same as in their waterproofing and on what types of deck this material would adhere to. I got no response. Almost immediately one of our good customers, Span Crete, wanted my new system on 30,000 sq.ft. of their building over a concrete deck for which this product was originally designed and manufactured. I also was approached to put this system on a car wash building which always had conventional roof problems.
  15. I quickly called Don Cauglin, the W.R. Grace representative, and ordered the membrane. He returned my call only to tell me they (W.R. Grace) would not sell me the material. I was devastated; I was already forming my own company with the architect and engineer that assisted me in the testing and final invention of this system, which we named EERS, Energy Efficient Roof System. I had already spent many days

1 and dollars with my patent attorney with confirmation from the patent office that this  
 2 system was patentable.

- 3 16. My attorney then sent a letter to Mr. Peter Grace on October 14, 1975 (see letter  
 4 exhibit E attached ) requesting a reason for their refusal to sell us their heavy duty  
 5 Bituthane, which was on the open market. A reply was received from Vice President  
 6 Leonard Rosenblatt of W.R. Grace refusing to sell us any material, but offering us five  
 7 rolls for further testing. In the meantime I lost my two contracts, had to close down my  
 8 new company, and was without a job with four children to feed.
- 9 17. A second letter was sent to Mr. Rosenblatt of W.R. Grace on November 7, 1975 with  
 10 the same negative response. I tried to find a distributor who might have some of that  
 11 membrane in stock. I found Highway Pavers, (see exhibit B ) but they told me that  
 12 they could not sell me the membrane because W.R. Grace threatened to blacklist  
 13 them if they did. The same response came from Milwaukee Insulation (see exhibit B ).  
 14 Both companies had enough material for the jobs I had, but neither company wanted  
 15 to lose their source of supply of this good product, from W.R. Grace.
- 16 18. I then contacted Don Cauglin again, representative of W.R. Grace who was as  
 17 devastated as I was, to see if we could find another company who might have a  
 18 product we could use in my system. We both searched, but to no avail. Don Cauglin  
 19 then quit working for W.R. Grace in disgust and I checked on a product from Protecto  
 20 Wrap in Denver, Colorado. My attorney, Ed Snyder, sent them a letter describing my  
 21 system and inquired if it might work as a substitute for W.R. Grace's product. After  
 22 several trips to Denver we found that it would not work as a substitute for W.R.  
 23 Grace's product.
- 24 19. Now I was broke, my health was failing, and I had lost everything; my company, my  
 25 marriage, and my family. With my last ounce of energy I made some phone calls, and  
 26 everyone suggested that I go to see a chemical engineer Keith Coultrap in Phoenix,  
 27 Arizona who was very knowledgeable in roofing and urethane foam insulation. I called  
 28 him, and he agreed to hire me for a meager salary and help me promote my roofing

1 system. My attorney thought this was a good idea and loaned me the money to get  
 2 there. After four or five months the chemical engineer (Keith Coultrap) decided that if I  
 3 wished to stay with him I would have to give him 90% of my system, for which at that  
 4 time I hold patents in the U.S. (U.S. Patent #4,016,323) and Canada (Canada Patent #  
 5 1,047,219). I decided that was too much to give up, and I was promptly fired. I could  
 6 take no more, and had a nervous breakdown. Luckily, I was keeping company with a  
 7 very nice woman who understood my situation and my system. She took me in and  
 8 cared for me, handling whatever was needed to protect my patented roof system.

- 9 20. Shortly thereafter, my own attorney saw the opportunity to steal my patent. He then  
 10 convinced Keith Coultrap, the chemical engineer, into joining forces to market my  
 11 system and leave me holding an empty bag. But, my good lady friend stepped in and  
 12 helped me find a law firm to retrieve my patent. What happened was, this lawyer also  
 13 tried to steal the patent in the process of getting it back from my lawyer (E.H. Snyder).  
 14 After a tough battle we were able to fire this lawyer (Ron Logan) and were informed by  
 15 the judge that I had to file my suit back in Wisconsin. Now I was really down, as I had  
 16 no way to do that. Many months later my good lady friend, Terry, gave me enough  
 17 money and plane fare to go back to Wisconsin to try to find a law firm to get my patent  
 18 back. I stayed by a friend's house and they helped me find a law firm who would take  
 19 my case without any up-front money. "Aul and Mawicke," a young Jewish law firm,  
 20 looked at my file and said they couldn't believe anyone could go through what I had  
 21 already been through and still be sane. They took the case and won after almost a  
 22 year. By then I owed almost everyone. The law firm tried to get my lawyer disbarred,  
 23 but only got from the Bar Association that they had told him it was not a nice thing to  
 24 do and that he shouldn't do it again. However, five years later this young Jewish law  
 25 firm did manage to get Snyder disbarred.  
 26 21. When I returned to Phoenix my good lady friend picked me up and said that I looked  
 27 like I just came from a war. I felt like it, too. In 1980 Terry quit her job at the  
 28 newspaper in Phoenix and went to work for another newspaper in Alaska, and without

1 a complaint or compensation, asked me to go along. For several years I did very little,  
 2 but began to feel better. So much better, in fact, that I began to put out feelers to see  
 3 if I could get investors interested in helping me get my system marketed. Over a  
 4 period of a year I managed to get about \$100,000, but expenses were high and my  
 5 knowledge of marketing low. My contact w/ the oil companies was a total disaster.  
 6 They wanted no part of my system because it was too energy efficient and would cost  
 7 them a few dollars in fuel. I hired a marketing firm from Boston on a percent basis, but  
 8 they didn't fare any better than I had.

- 9 22. I showed the system to the U.S. Government, explaining how they could save the  
 10 taxpayers over one billion dollars a year by using my patented system, tested and  
 11 approved by Underwriters Laboratories. They wanted no part of saving the taxpayers  
 12 any money. I then learned that regardless of how good this system was, architects  
 13 would not specify it unless it was owned or backed by a major firm or company; so I  
 14 proceeded to contact all the major companies who manufactured the products I had  
 15 incorporated into my roofing system. I sent letters to probably 30 or more companies  
 16 with the same result: it's too big. W.R. Grace would have been an ideal company, but  
 17 they too refused. I have four or five letters, maybe more.
- 18 23. By this time three other manufacturers made a membrane that was almost identical to  
 19 W.R. Grace's. I contacted them all. They all liked my system but not one would  
 20 market it. The coating companies loved my system, but none were big enough to  
 21 market a system that had all the potential that my system had. Once this system takes  
 22 off we're talking billions and billions of square feet.
- 23 24. By this time I was feeling much better and took a job for Alaska State Housing  
 24 Maintenance. One year later, however, I ruptured two discs in my back, the  
 25 newspaper was sold out from under Terry, and we ended up back in Phoenix. At this  
 26 time I learned that Phillips 66 was making the best membrane and Grace quit making  
 27 the stuff that had worked so well in my system, so I promoted my system to Phillips 66.  
 28 There was much interest, and I installed a job for them in Miami, Florida. They loved

1 it, but in the meantime, unknown to most, Phillips 66 sold this good product to the  
 2 Henry Company in California. So off to California I went with a retired colonel from the  
 3 U.S. Army Corps of Engineers to meet with the Henry Company. They liked it, but  
 4 said they weren't big enough to market it. In the meantime, the colonel gets my  
 5 system approved by the U.S. Army Corps of Engineers and I was promised the first job  
 6 that came up. Shortly thereafter, however, the Corps money was cut off and the  
 7 Corps itself was cut in half. I still wouldn't quit. I met with the ex-Governor of Arizona  
 8 and Senator Don Rogers of California to see if they might be able to get in touch with  
 9 W.R. Grace and convince them to reconsider and market my system. Before they  
 10 made contact with W.R. Grace, I contacted the W.R. Grace waterproofing  
 11 representative myself. He was very interested, and asked me to write to his boss in  
 12 Boston, Massachusetts to see if they would be interested at this time to market my  
 13 system (see exhibit F letter attached), since they were now making the membrane  
 14 again. Once again I got a negative reply (see exhibit F letter attached).

- 15 25. I have nowhere else to turn or contact, and I feel W.R. Grace should now compensate  
 16 me for my losses and damages over the past 20 years. I have now also lost my  
 17 second wife because of W.R. Grace.

#### 18 STATEMENTS OF FACTS

- 19 26. **RESPONDENTS**, their agents, and principal corporation must follow public Antitrust  
 20 Civil Process 15:131 1, §§1, 185-1, and federal Procedures and Process, applicability  
 21 of Federal Civil Process, Wright and Miller, Civil 2451 and Wright, Criminal 109 and  
 22 applicable Uniform Commercial Code while conducting business or be liable for the  
 23 damages to injured party and are subject to penalties prescribed therein; and,  
 24 27. **RESPONDENTS**, their agents, and principal corporations refused to sell, this Affiant,  
 25 their product, heavy duty Bituthene, which was on the open market. It was the only  
 26 product on the market at that time which met specifications needed to utilize Affiant's  
 27 patented root systems. (See attached letters); and,

28 // /

- 1    28. **RESPONDENT**, their agents, and principal corporations also notified all membrane  
2       distributors that if they sold any membrane to this Affiant for the One Hundred Thirty  
3       Five Thousand (\$135,000.00) Dollar contract, then in place, or if they sold Affiant any  
4       membrane for future contracts, they would be black-listed and never be able to handle  
5       the Grace Product lines. (See Exhibit B); and,
- 6    29. **RESPONDENT**, are responsible and liable for all acts, non-acts, omissions, or  
7       commission of their agents, officers, or others, living or deceased, for the acts of the  
8       agents are the acts of the principals; and
- 9    30. **RESPONDENTS**, their agents, and principal corporations committed the above acts  
10       compromising the thirty thousand square foot, One Hundred Thirty Thousand  
11       (\$135,000) Dollar contract and a Two Thousand Five Hundred (\$2500.00) Dollar  
12       contract on or about 1975. (See Exhibit A); and,
- 13    31. **SAID ACTS** also compromised future contracts to apply my EER System because no  
14       other product would produce the same results in my roofing system, which was later  
15       tested, patented and approved by Underwriters Laboratories, and U.S. Army Corps of  
16       Engineers. Additional losses to business, due to Affiant's inability to develop and use  
17       patented system, resulted in financial losses amounting to approximately One Hundred  
18       Billion (\$100,000,000,000) Dollars, (See exhibit A); and,
- 19    32. **RESPONDENTS**, their agents, and principal corporations, cost Affiant a marriage of  
20       25 years and caused Affiant's four children to be alienated from him; and,
- 21    33. **RESPONDENTS**, their agents, and principal corporation caused Affiant, humiliation,  
22       trauma and left Affiant to be incapable of communication due to the sever stress,  
23       abuse and financial losses. This resulted in Affiant having a severe nervous  
24       breakdown. The aggravated mental condition allowed for Affiant's attorney to steal his  
25       patent. The cost of litigation to retrieve his patent was approximately Two Hundred  
26       Twenty Five Thousands (\$225,000.00) Dollars; and,
- 27    34. **SAID ACTS** resulted in Affiant's second wife support him during his time of disability  
28       without whom Affiant would surely have died from the constant stress and aggravation

Commercial Affidavit of Fact

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1 caused by Respondents. This caused nearly One Hundred Thousand (\$100,000)  
2 Dollars in expenses for physicians, hospitalization and medications; and,

3 **35. RESPONDENTS**, their agents, and principal corporations by the above said actions,  
4 also caused this Affiant, difficulty communicating with anyone for twenty years due to  
5 his nervous breakdown caused by agents act, no-acts, omissions, commissions and  
6 Black Balling; resulting in his inability to market his EFR System or earn even a  
7 meager living for twenty years. Losses amounted to Five Hundred Eighty Nine Billion  
8 Four Hundred Sixty Two Thousand Five Hundred (\$589,000,462,500) Dollars (See  
9 exhibit C); and,

10 **36. RESPONDENTS**, their agents, and principal corporations were recently given the  
11 opportunity, by this Affiant, to market his system with the opportunity of making an  
12 estimated gross profit in five years, for themselves, of One Hundred Fifty Billion  
13 (\$150,000,000,000.00) Dollars therein mitigating the above said damages by royalties  
14 paid to him. This failure to mitigate damages and continuing in bad faith causing  
15 additional losses of Sixty Three Billion (\$63,000,000,000,) Dollars (See exhibit D);  
16 and,

17 **37. RESPONDENTS**, their agents, and principal Corporation caused this Affiant the total  
18 losses and injuries exceeding Five Hundred Eighty Nine Billion Four Hundred Sixty  
19 Two Thousand Five Hundred (\$589,000,462,500. 00) Dollars and the loss of his first  
20 wife, and the loss of his children, health and self esteem to the point of self  
21 destruction.

22 **38. CRIMINAL COMPLAINT**

23 This Criminal Complaint and the Defendants herein are in violation of various  
24 Constitutional secured rights, these rights are listed below:

- 25 a. Article 1, § 10 cl.1, impair; No state shall pass any law impairing the obligation of  
26 contracts; and,
- 27 b. Amendment V , impair, nor be deprive of life, liberty or property without just  
28 compensation; and,

1       c. The Defendants herein are in violation of 15 USCA. Sherman Anti Trust Act; as  
2       place below:

3       e. The Defendants herein are in violation of 15 USCA § 1; as placed below.

4       **Trusts, Etc., In Restraint Of Trade Illegal; Penalty:**

5       Every contract, combination in the form of trust or otherwise, or conspiracy, in  
6       restraint of trade or commerce among the several States, or with foreign  
nations, is declared to be illegal. Every person who shall make any contract  
or engage in any combination or conspiracy hereby declared to be illegal shall  
be deemed guilty of a felony, and, on conviction thereof, shall be punished by  
fine not exceeding \$10,000,000 if a corporation, or, if any other person,  
\$350,000, or by imprisonment not exceeding three years, or by both said  
punishments, in the discretion of the court.

9       f. The Defendants herein are in violation of 18 USCA § 4; as placed below,

10      **Mispriision of Felony:**

11      Whoever, having knowledge of the actual commission of a felony cognizable  
12      by a court of the United States, conceals and does not as soon as possible  
make known the same to some judge or other person in civil or military  
13      authority under the United States, shall be fined under this title or imprisoned  
not more than three years, or both.

14      g. The Defendants herein and all that conspired to embezzle the patented  
15      system whether from the beginning or whether they joined the conspiracy after  
16      the fact are equally guilty as stated in 18 USCA § 3; as placed below.

17      **Accessory after the fact**

18      Whoever, knowing that an offense against the United States has been  
19      committed, receives, relieves, comforts or assists the offender in order to  
hinder or prevent his apprehension, trial or punishment, is an accessory after  
the fact.

20      Except as otherwise expressly provided by any Act of Congress, an accessory  
21      after the fact shall be imprisoned not more than one-half the maximum term of  
imprisonment or (notwithstanding section 3511) fined not more than one-half  
22      the maximum fine prescribed for the punishment of the principal, or both; or if  
the principal is punishable by life imprisonment or death, the accessory shall  
be imprisoned not more than 15 years.

23      h. The Defendants herein are in violation of 18 USCA § 241; as placed below,

24      **Conspiracy Against Rights Of Citizens:**

25      If two or more persons conspire to injure, oppress, threaten, or intimidate any  
26      Citizen in the free exercise or enjoyment of any right or privilege secured to  
him by the Constitution or laws of the United States, or because of his having  
so exercised the same; or if two or more persons go in disguise on the  
highway, or on the premises of another, with intent to prevent or hinder his  
27      free exercise or enjoyment of any right or privilege so secured- they shall be  
28      fined not more than \$10,000 or imprisoned not more than ten years, or both.

1 and if death results, they shall be subject to imprisonment for any term of  
2 years or for life.

- 3 i. The Defendants herein are in violation of 18 USCA § 242; as placed below,

4 **Deprivation Of Rights Under Color Of Law:**

5 Whoever, under color of law, statute, ordinance, regulation, or custom, willfully  
6 subjects any inhabitant of any State, Territory, or District to the deprivation of  
7 any rights, privileges or immunities secured or protected by the Constitution or  
8 laws of the United States, or to different punishments, pains, or penalties, on  
9 account of such inhabitant being an alien, or by reason of his color, or race,  
10 than are prescribed for the punishment of citizens, shall be fined not more  
11 than \$1,000 or imprisoned not more than one year, or both; and if death  
12 results shall be subject to imprisonment for any term of years or for life.

13 **DEMAND AND DISCLOSURE**

- 14 39. **RESPONDENTS**, must produce an individual, personal Commercial Affidavit of Fact,  
15 sworn or affirmed by each Respondent to be "true, correct, and certain" to rebut  
16 Affiant's Affidavit; and,
- 17 40. **IN THE ALTERNATIVE**, if Respondents agree to accept responsibility for the losses  
18 and injuries they have caused affiant with the herein prescribed ninety (90) day grace  
19 period, Affiant will agree to accept an immediate settlement of Two Hundred Fifty  
20 Million (\$250,000,000) Dollars (see exhibit G) in Lawful Money of Account of the  
21 United States of America, i.e. gold or silver minted by the U.S. Mint, (See 31 USC §  
22 5112) subject to listed price of gold in Washington DC as of this date; or Federal  
23 Reserve Notes, and,
- 24 41. **FAILURE**, to properly respond to Affidavit within ninety (90) days, will invoke the  
25 doctrine of acquiescence and/or admission of the claims made by Affiant and further,  
26 will be a tacit admission of his right to recover in Commerce for damages caused by  
27 Respondents, including but not limited to penalties and costs, and,
- 28 42. **FAILURE TO RESPOND** as herein required, shall be considered a willful disregard of  
this Instrument. Said failure shall provoke the immediate filing of a Lien making  
Respondents liable for the sum certain amount of damages occurring to this Affiant for  
Two Billion Five Hundred Million (\$2.5 billion) Dollars (see exhibit G) in lawful money  
of account of the United States of America, i.e. gold or silver minted by the U.S. Mint.

(31 USC § 5112), at the price of Gold in Washington DC at the time of default, or Federal Reserve Notes; and,

- 43. THIS COMMERCIAL AFFIDAVIT OF FACT**, Notice and Warning of Commercial Grace, and Notice of Non-Judicial Proceeding the **ONE AND ONLY** such Notice and Warning Respondent will receive, and,
  - 44. THE FOUNDATION OF COMMERCIAL LAW**, being based on certain eternally just, valid, and moral precepts, has remained unchanged for at least six millennia. Said Commercial Law, forms the underpinnings of Western Civilization, if not all nations, law, and commerce in the world, non judicial and prior and superior to the basis thereof, and cannot be set aside or over-ruled by the laws and statutes of governments, legislatures, quasi-government agencies, or courts. It is therefore, an inherent obligation on all authorities, officials, governments, agencies, courts, judges, attorneys, and all aspects and agents of all law enforcement agencies to uphold said Commercial Law, without which said entities are violating the just basis of their alleged authority and serving to disintegrate the society they allegedly exist to protect; and,
  - 45. THAT** failure of accused to prove their claims by rebuttal against this affidavit within ninety (90) calendar days (or in the alternative, fully comply with all numbered points above), will be considered a willful breach of and default on a bilateral contract (Affidavit of Agreement) formed knowingly, intentionally, and voluntarily by and between the undersigned and the accused and the Criminal Complaint will issue forthwith.
  - 6. THAT I**, the undersigned affiant, depose and certify that we have written the foregoing with intent and understanding of purpose, and believe the statements, allegations, demands and contents herein to be true, correct, complete, certain and commercially reasonable, and just, to the best of our knowledge and belief.

**NOTICE TO PRINCIPALS, IS NOTICE TO AGENTS.**

**NOTICE TO AGENTS, IS NOTICE TO PRINCIPALS.**

### **Commercial Affidavit of Fact**

1      47. SERVICE of this Notice and Demand upon the Chief Executive Officer of each of the  
 2      W.R. Grace divisions named on page one and three of this instrument; each officer  
 3      being a respondent.

4      47. FURTHER AFFIANT SAITH NOT.

5                          Verification of Party

6      Without waiving any right to dispute, I, Anton Frank, Volovsek, certify under penalty of perjury  
 7      under the laws of the United States of America, that I have read the foregoing and know the contents  
 8      thereof, and that to the best of my knowledge and belief it is true, correct and materially complete,  
 9      relevant and not misleading; the truth, the whole truth, and nothing but the truth, so help me God.

10     Dated this 2<sup>nd</sup> day of Oct, 1996.

*Anton Frank Volovsek*  
Anton Frank, Volovsek

11     country of Washington      }  
 12     Klickitat county      }

Ss

14     Signed and Sworn to before me on the 2<sup>nd</sup> of Oct, 1996.

*John O. Yarus*  
Notary Public in and for  
the State of Washington  
My Commission Expires: 11-6-97

1 Anton Frank, Volovsek  
2 c/o  
3 P.O. Box 522  
4 White Salmon, Washington  
NDPZ [98672]

5  
6 country of Washington )  
7 ) Ss  
8 county of Klickitat )  
9

10 **Affidavit of Anton Frank, Volovsek**

11 I, Anton Frank, Volovsek, do depose and state:

- 12 1. In the fall of 1974, I began experimenting to try and improve the roofing system. I  
13 succeeded and I have patented my new roofing sysystem both in the United States  
14 (U.S. Patent #4,016,323) and Canada (Canada Patent # 1,047,219).  
15 2. The main product required by my system is a "Bituthane" manufactured by W.R.  
16 Grace. To my knowledge Grace was the only company to manufacture this  
17 membrane that would work in my system. Hayden Clark of W.R. Grace flew out  
18 from Boston five times to watch me put the system together. Mr. Clark implied that  
19 it was quite a revolutionary system.  
20 3. Don Coghlan, Grace's regional representative, implied that a large amount of sales  
21 of the membrane Heavy Duty Bituthane' would be forthcoming.  
22 4. I wrote to Hayden Clark on 12/18/74 in refference to warranting their product in a  
23 roofing system and on what types of decks this material would adhere to. I got no  
24 response.  
25 5. Straightaway Span Crete wanted my new system on 30,000 sq. ft. of roof area of  
26 the type which this system originally designed and manufactured. I also was  
27 approached to put this system on a car wash building which always had  
28 conventional roof problems.  
29 6. I quickly called Don Coghlan, Grace representative, and ordered the membrane.  
30 He returned my call to inform me that they (Grace) would not sell me the material.  
31 7. I was already forming my own company with the architect and engineer that  
32 assisted me in the testing and final invention of this system, which we named  
33 EERS, Energy Efficient Roof System. I had already spent many days and dollars  
34 with my patent attorney with confirmation from the patent office that this system  
35 was patentable.  
36 8. My attorney then sent a letter to Mr. Peter Grace on October 14, 1975 (See  
37 Exhibits Attached) requesting a reason for their refusal to sell us their heavy duty  
38 Bituthane, which was on the open market.

39 // /

40 Affidavit of Fact of Anton Frank, Volovsek

Page 1 of Four

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- 1     9. A reply was received from Vice President Leonard Rosenblatt refusing to sell us  
 2     any material, but offering us five rolls for further testing. In the meantime I lost my  
 3     two contracts and had to close down my new company. This left me without a job  
 4     with four children to feed.
- 5     10. A second letter was sent to Mr. Rosenblatt on November 7, 1975 with the same  
 6     negative response. I tried to find a distributor who might have some of that  
 7     membrane in stock. I found Highway Pavers, but they told me that they could not  
 8     sell me the membrane because W.R. Grace threatened to blacklist them if they did.
- 9     11. The same response came from Milwaukee Insulation. Both companies had enough  
 10    material for the jobs I had, but neither company wanted to lose their source of  
 11    supply of this good product.
- 12    12. I then contacted Don Coghlan again to see if we could find another company who  
 13    might have a product we could use in my system. We both searched, but to no  
 14    avail. Don Coghlan then quit working for W.R. Grace in disgust.
- 15    13. I checked on a product from Protecto Wrap in Denver, Colorado. My attorney, Ed  
 16    Snyder, sent them a letter describing my system and inquired if it might work as a  
 17    substitute for Grace's product. After several trips to Denver we found that it would  
 18    not work as a substitute for Grace's product.
- 19    14. Now, on the verge of bankruptcy and my health failing because of the stress  
 20    generated from the deeds done to me and my company by W.R. Grace, I fought to  
 21    keep what was left of my company, my marriage, and my family from diminishing  
 22    any further. I failed.
- 23    15. In a last chance effort I made some phone calls, and everyone suggested that I go  
 24    to see a chemical engineer in Phoenix, Arizona who was very knowledgeable in  
 25    roofing and urethane foam insulation. I contacted him, and he agreed to hire me at  
 26    a minim wage salary and help me promote my roofing system. My attorney  
 27    supported this idea by lending me money to get there.
- 28    16. After a short time Mr. Coultrap, the chemical engineer, decided I would have to give  
 29    him 90 percent of my system to remain with his company. I declined his offer, and I  
 30    was promptly fired.
- 31    17. At this point I had a nervous breakdown. The soul person responsible for my  
 32    recovery was a woman, Terry, that I was keeping company with who understood  
 33    my situation and my system.
- 34    18. My attorney saw the opportunity to steal my patent, and proceeded to do so. He  
 35    persuaded Mr. Coultrap into joining forces to produce and market my system.
- 36    19. Terry helped me find a law firm to retrieve my patent. This lawyer also tried to steal  
 37    the patent in the process of getting it back from my lawyer (Snyder). After a tough  
 38    battle we were able to fire this lawyer (Ron Logan) and were informed by the judge  
 39    that I had to file my suit back in Wisconsin.
- 40    ///

- 1      20. Because of my financial situation I had no way to do that. Many months later I
- 2      acquired enough money and plane fare to return to Wisconsin to find a law firm to
- 3      get my patent back. Aul and Mawicke took the case and won after almost a year.
- 4      Five years later Aul and Mawicke did manage to get Snyder disbarred.
- 5      21. In 1980 Terry quit her job at the newspaper in Phoenix and went to work for
- 6      another newspaper in Alaska, and asked me to go along. After several years of
- 7      recovery I began to search for investors interested in helping me get my system
- 8      marketed.
- 9      22. In the next year I put together about \$100,000, but expenses were high and my
- 10     knowledge of marketing low. I hired a marketing firm from Boston on a percent
- 11     basis, but they fared as well as I had.
- 12     23. I made contact with:
  - 13        a. Oil companies, but they wanted no part of my system because it was too
  - 14        energy efficient and would cost them a few dollars in fuel.
  - 15        b. The U.S. Government, explaining some possible net-savings to taxpayers of
  - 16        more than one billion dollars' per-year, but they were not interested in saving
  - 17        the taxpayers any money.
  - 18        c. W.R. Grace would have been an ideal company, but they too refused.
- 19     24. I learned, regardless of how efficient this system was, architects would not specify
- 20     it unless it was corporately endorsed. I then proceeded to contact 30 or more
- 21     major companies who manufactured the products I had incorporated into my
- 22     roofing system.
- 23     25. By this time three other manufacturers made a membrane that was almost identical
- 24     to Grace's. I contacted them all. They all liked my system but not one would
- 25     market it. The coating companies loved my system, but none were big enough to
- 26     market a system that had all the potential that my system had.
- 27     26. Due to Physical and Financial problems Terry and I ended up back in Phoenix. At
- 28     this time I learned that W. R. Grace was no longer manufacturing the quality of
- 29     membrane that I needed for my system and that Phillips 66 was. So I promoted my
- 30     system to Phillips. There was much interest, and I installed a job for them in Miami,
- 31     Florida. The system was a success.
- 32     27. In the meantime Phillips sold this product to the Henery Company in California. So
- 33     off I went with a retired colonel from the U.S. Army Corps of Engineers to California
- 34     to meet with the Henery Company. They liked it, but said they weren't big enough
- 35     to market it.
- 36     28. In the meantime, the colonel gets my system approved by the U.S. Army Corps of
- 37     Engineers and I was promised the first job that came up. Shortly thereafter,
- 38     however, the Corps money was cut off and the Corps itself was cut in half.
- 39     29. I next met with the ex-Governor of Arizona and Senator Don Rogers of California to
- 40     see if they might be able to get in touch with W.R. Grace and convince them to

1 reconsider and market my system. Before they made contact with W.R. Grace, I  
2 contacted the Grace waterproofing representative myself.

3 30. He was very interested, and asked me to write to his boss in Boston,  
4 Massachusetts to see if they would be interested at this time to market my system.  
5 Since they were now making the membrane again. Once again I got a negative  
6 reply. (See Letters Attached)

7  
8  
9 Without waiving any right to dispute, I, Anton Frank, Volovsek, certify under penalty  
10 of perjury under the laws of the united states of America, that I have read the  
11 foregoing and know the contents thereof, and that to the best of my knowledge  
12 and belief it is true, correct and materially complete, relevant and not misleading;  
13 the truth, the whole truth, and nothing but the truth, so help me God.

14  
15 Dated this 2<sup>nd</sup> day of Oct., 1996.

*Anton Frank Volovsek*

16 Anton Frank, Volovsek  
17  
18  
19

20 STATE OF WASHINGTON )

21 ) Ss

22 COUNTY OF KLICKITAT )

23  
24 Signed and Sworn to before me on 2<sup>nd</sup> day of Oct., 1996.

25  
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*Jda J. Green*  
Notary Public in and for  
the State of Washington  
My Commission Expires: 11-6-97

Affidavit of Fact of Anton Frank, Volovsek

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## EXHIBIT A

1 Anton Frank, Volovsek  
2 c/o P.O. Box 522  
3 White Salmon, Washington  
4

### STATEMENT OF LOSSES INCURRED, DUE TO W. R. GRACE

#### 1. HEALTH:

2 Two (2) years prior to Nervous Brake-down my health began to fail due to the  
3 stress that was incurred from dealing with W. R. Grace.

4 Ten (10) years to recover from the stress of destroying my lively-hood and  
5 allowed Mr. Snyder (My trusted friend and Lawyer) to steal my Patent.

#### 6. FAMILY:

7 First Marriage; Wife, Daughter, three(3) Sons, my home and all accumulated  
8 material wealth possessed at that time.

9 Second Marriage; Wife who supported me for fifteen (15) years through my  
10 nervous brake-down and there after.

#### 11. INVESTOR:

12 \$125,000.00 collected from various investors to promote my roofing system.

#### 13. POTENTIAL MARKETING FIRMS:

14 (See Attached Letters)

#### 15. EXPENSES:

16 Incurred form trying to put my system on the open market.

#### 17. PERSONAL CREDIBILITY:

18 Opposing Firms doing everything possible to keep my patented Roofing System  
19 off the open Market, i.e. B.U.R., Oil, and Insulation Companies The Government  
20 ect..

#### 21. BUSINESS CREDIBILITY:

22 People that believed in me and my system lost confidence that my system would  
23 ever reach the market, i.e. Dan Hanson, Bob Kirkham, Don Coghlin, Dr. Bob  
24 Alumbaugh, Tim Seats, Don McNamara, Jerry Simonson, Polygard, Carpenter,  
25 Span Crete ect..

#### 26. SPAN CRETE JOB:

27 30,000 sq.ft. had to be carceled because the Bituthene ordered could not be  
28 acquired. There was also a job to do a Car-Wash that was lost due to the  
29 withholding of the needed material.

#### 30. GENERAL LOSS TO THE BUILDING INDUSTRY:

31 Due to the light weight material to be used in applying this new roofing system the  
32 structural steel would be lighter without compromising the integrity and/or the  
33 dead load of the building. This would have reduced the cost of the structure by  
34 as much as \$3.00 per sq.ft. of which 50% would have gone to me.

1 Anton Frank, Volovsek  
2 c/o P.O. Box 522  
3 White Salmon, Washington  
4

## EXHIBIT B

### STATEMENT OF SAVINGS ACHIEVABLE WITH EER SYSTEM

#### 1. GENERAL GAINS TO THE BUILDING INDUSTRY:

Due to the light weight material to be used in applying this new roofing system the structural steel would be lighter without compromising the integrity and/or the dead load of the building. This would have reduced the cost of the structure by as much as \$3.00 per sq.ft., which is equal to the cost of the system.

#### 2. ENERGY SAVINGS:

Heating and Cooling cost savings would pay for the system within an eight (8) year time frame.

#### 3. NO INTERIOR DAMAGE:

Because of the unique capabilities of this system there would be zero cost due to water damage.

#### 4. NO REPAIR COST:

This system is maintenance free, with the exception of non-natural damage. But should damage to the roof happen this system makes repair simple and inexpensive.

#### 5. LOWER INSURANCE PREMIUMS:

According to the National Ratings Bureau, 90% of claims on insurance policies coverings roofs are made on wind damage. The technique used in this system totally eliminates the likelihood of this damage taking place.

#### 6. STEEL DECK INSTITUTE:

This Company would relies huge savings, as this would allow them to minimize the types of decks that they would have to manufacture.

#### 7. LABOR SAVINGS:

At least 50% less labors needed to install this system, cutting the cost of installation to less the half of a normal B.U.R. type of roof.

///

///

///

Statement of Losses: Anton Frank, Volovsek

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1   **8. NO COST FOR TEMPORARY ROOF:**

2   Other trades can work instantly with application of membrane, and can be code  
3   approved as permanent roof. This reduces the cost by approximately \$0.40-  
4   \$0.50 per sq.ft.

5   **9. PROVEN FACT:**

6   Two Fire Chiefs have claimed that my system is much less of a fire hazard than  
7   the normal B.U.R. systems.

8   **10. YEAR ROUND INSTALLATION:**

9   This system can be installed 365 days a year.

10   **11. BEST WARRANTY:**

11   When the EER system is used to roof a building it never has to be removed just  
12   washed and a new rubberized coating applied. The warranty on this system is in  
13   ten (10) year increments and is updated along with the application of the new  
14   rubberized coating.

15   **12. FOREIGN MARKET:**

16   Because there are 42 different countries that honor the American Patents, this  
17   increases the market for the EER system approximately six (6) times of that here  
18   in the United States.

19   **13. ROOFING EVALUATION:**

20   The EER roofing system is comparable to invention of the automobile to the  
21   horse and buggy. This system would put most applications of the B.U.R. system  
22   out of use and eventually make it totally obsolete.

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• Milwaukee Insulation was the other  
Company that said the same thing  
Hyway Pavers did.

Milwaukee Arthur Co.  
Insulation St. Paul, MN 55114  
Telephone 7-25-8233  
7-25-8233

I called to John  
Bom  
Insulation St. Paul, MN 55114  
7-25-8233

On Jan 13-1976 I  
stopped by Hyway Pavers  
to purchase some H.D. Bethlehem  
Joe Prelog informed me that  
he was notified by A.W.R. Gear  
Rep that H.D. Bethlehem was  
not to be sold to me. He  
stated that he couldn't stop  
Hyway Pavers from selling the  
surplus he had but -- --  
Joe said Nobody would tell him  
who he could sell to but on the  
other hand didn't want to  
jeopardize his chances to buy H.D.B.  
J.D.

**EXHIBIT C**

1 Anton Frank, Volovsek  
 2 c/o P.O. Box 522  
 3 White Salmon, Washington

5 **STATEMENT OF MARKET POTENTIAL**  
 6 **(This Estimate is Based on Commercial Use)**

- 7
- 8 **1977** Approximately Five Billion square foot was applied every year.
- 9
- 10 **1987** The application of Flat-Tar roofs escalated to approximately Nine Billion square  
 11 foot.
- 12
- 13 **1996** The square footage has reached approximately Twelve Billion square footage. If  
 14 Dan Hanson (Architect) and Bob Kirkham (Architect) would announce at the  
 15 annual A. I. A. convention that the EER system was available and that they  
 16 supported it strongly, then the EER roof system would have taken over  
 17 approximately 90% of the total market by now.

18            **$5 + 9 + 12 = 26 \text{ Billion} / 3 = 8.66 \text{ Billion sq.ft. per year}$**

21            **$8.66 \quad 75\% \text{ of } 164.54 \text{ sq.ft.} = 123.51 \text{ Billion sq.ft.}$**

22            **$\times 19$**

23            **$7794 \quad 123.51 \times \$1.50 = \$186.265 \text{ Billion Dollars}$**

24            **$866 \quad +24.00$**

25            **$164.54 \text{ Billion sq.ft.} \quad \$210.265 \text{ Billion Dollars}$**

27            **$164.54 \text{ Billion sq.ft.} / 2 = 82.77 \text{ Billion sq.ft.}$**

29 **Plus - 4 Billion sq.ft. Military Installations**

30            **$4 \text{ Billion sq.ft.} \times \$5.00 = \$20,000,000,000.00 \text{ in a Ten (10) year period}$**

31 **GSA 2 Billion sq.ft. x \$2.00 = \$4,000,000,000.00 in a Ten (10) year period**

33 **Foreign Market**

34            **$\$210.265 \text{ Billion Dollars} \times 6 = \$1,261,590,000,000.00 @ 75\%$**

35 **Plus - % of Steel Savings**

36 **Plus - % of Insurance Savings**

37 **Plus - A.C. Units not needed**

38 **Plus - Electrical Savings**

39            **$\text{Calculated @ 50\%} = 82.77 \times \$1.50 = \$124,655,000,000.00$**

40            **$(124,655 + 20 + 4) \times 6 \text{ (Foreign Market)} = \$891,930,000,000.00$**

Statement of Potential Market: Anton Frank, Volovsek

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